

**STATE OF MICHIGAN**  
**COURT OF APPEALS**

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MAZEN AL-GHAZAWI, a/k/a MAZEN  
SHAREF,

UNPUBLISHED  
February 25, 2003

Plaintiff/Counter-Defendant-  
Appellant,

v

BRIGITTE ANN PARKS,

No. 236115  
Wayne Circuit Court  
LC No. 00-035304-DO

Defendant/Counter-Plaintiff-  
Appellee.

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Before: Kelly, P.J., and White and Hoekstra, JJ.

PER CURIAM.

Plaintiff appeals as of right a consent judgment of divorce and the trial court's order denying his motion for reconsideration and to set aside the judgment. We affirm. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

Plaintiff filed a complaint for divorce from defendant. Defendant filed a counter complaint in which she requested an equitable property settlement. The parties negotiated a settlement which they placed on the record. The settlement provided that plaintiff would retain two businesses and a boat. Each party would retain his or her debt, pensions, stocks, life insurance policies, annuities, and personal property brought into the marriage free of any interest held by the other party. The marital home would be appraised and the equity would be divided equally, with the exception that plaintiff's share would be reduced by \$8,500 and defendant's share would be reduced by \$1,400. Plaintiff agreed to pay \$250 to defendant's attorney. Plaintiff agreed to execute a quitclaim deed to the home upon payment of his share of the equity. Both plaintiff and defendant expressed an understanding of and agreement to the settlement. In response to questions from the court, plaintiff and defendant denied that they had been forced to enter into the settlement.

Prior to entry of the consent judgment plaintiff, acting *in propria persona*, moved for reconsideration and to set aside the judgment. He argued that the settlement was unfair and that he did not have a full understanding of his rights when he agreed to the settlement. The trial court entered the consent judgment, and subsequently denied plaintiff's motion. The trial court observed that at the hearing on the settlement plaintiff stated that he understood and agreed to the settlement, and that he was satisfied with his counsel's representation. The trial court remarked

that plaintiff should have come forward with any other information that he deemed relevant prior to agreeing to the settlement.

A trial court may relieve a party from a final judgment, order, or proceeding on the basis: (1) of mistake, inadvertence, surprise, or excusable neglect; (2) of newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial; (3) of fraud, misrepresentation, or other misconduct of an adverse party; (4) that the judgment is void; (5) that the judgment has been satisfied, released, or discharged; a prior judgment on which it is based has been reversed or otherwise vacated; or it is no longer equitable that the judgment should have prospective application; or (6) any other reason justifying relief from the operation of the judgment. MCR 2.612(C)(1)(a)-(f). The decision to grant or deny a motion to set aside a prior judgment is within the discretion of the trial court. *Heugel v Heugel*, 237 Mich App 471, 478; 603 NW2d 121 (1999).

We review a trial court's decision to grant or deny a motion for reconsideration for an abuse of discretion. *Churchman v Rickerson*, 240 Mich App 223, 233; 611 NW2d 333 (2000).

A property division reached by the consent of the parties, and finalized in writing or on the record, cannot be modified by the court. The court is bound to uphold such a settlement and cannot set it aside absent fraud, duress, or mutual mistake. *Quade v Quade*, 238 Mich App 222, 226; 604 NW2d 778 (1999).

Plaintiff argues that the trial court abused its discretion by denying his motion for reconsideration and to set aside the judgment of divorce. We disagree and affirm the consent judgment of divorce and the trial court's order denying plaintiff's motion for reconsideration and to set aside the judgment. The parties reached a property settlement and placed the settlement on the record. At the hearing plaintiff indicated that he understood and agreed to the terms of the settlement. In response to a direct inquiry from the court, plaintiff stated that no one had forced him to enter into the settlement. The trial court was bound to uphold the settlement absent a showing of fraud, duress, or mutual mistake. *Id.* Plaintiff has made no such showing. His assertion that his counsel forced him to agree to the settlement is completely unsubstantiated, and he has not demonstrated that the information on which he now relies to support his assertion that the settlement is unfair, i.e., his payment of various bills and a home appraisal, was not available to him at the time of the settlement negotiations. He has not shown that the trial court's award of partial attorney fees to defendant constituted an abuse of discretion. MCL 552.13; *Stoudemire v Stoudemire*, 248 Mich App 325, 344; 639 NW2d 274 (2001). Plaintiff has failed to establish that he was entitled to have the judgment set aside. MCR 2.612(C)(1); *Heugel, supra*; *Churchman, supra*; *Quade, supra*.

Affirmed.

/s/ Kirsten Frank Kelly  
/s/ Helene N. White  
/s/ Joel P. Hoekstra